

DECLARATION OF RESTRICTIVE COVENANTS  
FOR ST. REGENTS LAKE

THIS AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS is made and executed BY St Regents Lake Homeowners Association July 25, 2016.

A.. The Homeowners Association subjects the Property to the covenants and restrictions as set forth for the benefit of the property and each owner. The Association hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions and restrictions set forth in said covenants.

B. Architectural Control Committee

1. No building, structure, outbuilding, fence, wall or improvement of any nature whatsoever shall be constructed or modified on the Property unless and until the plans for such construction shall have been approved in writing by the Architectural Control Committee... The plans submitted to the Committee for approval shall include (1) the construction plans and specifications and related drawings, and (2) a plat showing the location of all proposed improvements.

2. Approval by the Committee shall be based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding portions of the Property, and all other factors which in the reasonable opinion of the Committee will affect the suitability of the proposed improvements in relation to the aesthetic quality of the property.

3. Approval or disapproval of each application to the Committee shall be given to

the applicant in writing within thirty (30) days of receipt of a complete set of plans and application. In the event the approval or disapproval is not forthcoming within thirty (30) days, unless an extension is agreed to by the applicant in writing, the application shall be deemed approved and the construction of the applied for improvements may be commenced provided that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respects to the other terms and provisions of this.

#### Declaration.

5. Approval by the Committee shall not constitute a basis for liability of the members of the Committee, the Committee or the Owner for any reason including without limitation (i) failure of the plans to conform to any applicable building codes or (2) inadequacy or deficiency in the plans resulting in defects in the improvements.

6. The Committee shall be composed of three individuals, all appointed by the Homeowners Association. The committee members shall not be entitled to any compensation for their activities. The Committee may designate a representative to act in its behalf who need not be a member of the Committee and such representative shall not be entitled to compensation for his activities .

7. No plans for a primary dwelling, to be constructed on the property, shall be submitted for such approval unless the living area of such dwelling, exclusive of one story, open porches, attics, and garages shall exceed 1,300 square feet for one story residences, and 1,550 square feet for two story residences; provided, however that this provision may be waived in writing by the Committee.

C. Restrictions:

1. No lot shown on a plat of subdivision of the Property (Lot) shall be used except for residential purposes. Only one residence shall be constructed on a Lot; provided, however, that suitable outbuildings and other improvements of the same construction and exterior siding as the main residence may be constructed if approved by the Committee.

2. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising on the lot for sale .

3..No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, and no structure of a temporary character be used as a residence.

4. No trailer, camper, recreational vehicle or boat having a height of five feet or more or truck having a height of seven feet or more shall be parked on the street in front of any residence. Trailers, campers, recreational vehicles, boats or trucks of this nature shall not be parked over twelve hours in any one week on any Lot, including any driveway, so as to be visible from any street or other portion of the Property.

5. No motor vehicle shall be parked for more than twelve hours in any one week on any Lot without having a current Virginia, or other states license tag.

6. No animals, livestock fowl, waterfowl, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept on any lot, provided (i) they are not raised, bred or kept for commercial purposes, and (ii) they shall not become an annoyance or nuisance to other lot owners,

7. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property, nor shall anything be done there on that may be or become a nuisance or annoyance

8. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers maintained in a neat and orderly manner. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.

9. No Lot may be subdivided, altered or modified

10. Each Lot shall be maintained free of tall grass, undergrowth, dead trees, weeds and trash and generally free of any condition that should decrease the attractiveness of the Property,

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11. No Lot shall be cleared of trees or defoliated in such a manner as to decrease the attractiveness of the Property.

12. Exterior construction of each dwelling on a Lot shall be completed within one year after the commencement thereof.

13. All utility lines shall be buried with the exception of that part of the utility line which normally is located above ground.

14. No exterior Radio or Television antenna or satellite dish shall be erected on any lot without the Committee's approval with regards to the placement of the apparatus.

15. No Lot shall contain or have on it an above ground swimming pool.

16. All mail boxes and post shall be of a design approved by the Architectural Control Committee. The house numbers on the post will be brass and designated and applied as the Architectural Committee so specifies.

17. No gasoline or diesel power boats are permitted in the lake.

#### Section 1

No lot owner shall be permitted to put a dock or pier in the Lake

However that shall not prevent the Homeowners Association from building docks and piers with Architectural Control Committee approval from the land belonging to the Homeowners Association.

### THE ST. REGENTS LAKE HOMEOWNER'S ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

#### Section 1.

Every owner of a Lot shall be a member of the Association:

Membership by law and may not be separated from ownership of any lot. The

Association may incorporate or operate as an unincorporated association.

#### Section 2: Voting Membership

The vote for each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### D. COVENANTS FOR MAINTENANCE ASSESSMENTS.

##### Section 1. Creation of the Lien and Personal Obligation of Assessments

The St Regents Lake Homeowners Association assigns for each Lot owned within St. Regents

(1) annual assessments or charges, and

(2) Special assessments for capital improvements to be established and collected as needed. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall pass to his successors in title.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and easements. The Association shall, pay any real and personal property taxes and other charges assessed against the Common Area. All Residents may use common areas as provided by the rules adopted by the Homeowners Association.

The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests, permittees, and invitees and the Owners of the Lots against liability to the public or to said owners, their guests, or invitees incident to the ownership or use of the Common Properties, in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured, One Million Dollars (\$1,000,000.00) for any one accident and One hundred Thousand Dollars (\$100,000.00) for property damage. Said limits shall be reviewed at intervals of not less than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent

Section 3: Maximum Annual Assessment. The annual assessment shall be Eighty Two Dollars (\$82.00) per Lot, payable on June 30th. This will be a flexible assessment, voted on at annual meetings to meet the demands and rising costs as applies to the increases in supplies, repairs, and other services provided to the residents of St. Regents Lake and its commons areas.

- (a) The maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year.
- (b) the maximum annual assessment may be increased above 20% by a vote of two—thirds  
(2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (3)The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(E) AS AN EXPRESSION OF ST. REGENTS LAKE HOMEOWNERS

ASSOCIATION, HIGH STANDARDS FOR ST. REGENTS LAKE AND AS AN AFFIRMATION OF ITS COMMITMENT TO THE SAME, HEREBY AGREES TO PAY THE ANNUAL ASSESSMENT FOR EACH LOT OWNED BY THEM IN AN AMOUNT EQUAL TO THAT ASSESSED AGAINST THE OWNER OF EACH LOT.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement, to include easements, improvements and Common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, *the* presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present; another meeting may be called subject to the same notice requirements, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment, Both annual and special assessments must be fixed at a uniform rate for all Lots, and payable on June 30 A late charge of 20% of such assessment (whether annual or special) shall be levied if not paid within thirty (30) days from date due.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence to all Lots on January 1, 1989. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, written notice of the annual assessment shall be sent to every owner subject thereto. The due dates may be changed by a majority vote of the association members.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear Interest from the due date at the rate of 1% percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment *of his* Lot.

Section 9. Subordination of the Lien to Mortgages, The lien of the assessment provided for herein shall be subordinate to the lien *of any* mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure<sub>1</sub> on a mortgage or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Notwithstanding any other provision to the contrary, any assessments, charges, and costs of the maintenance of the Common Areas and easement improvements shall constitute a pro—rata lien upon the individual Lots, inferior in lien and dignity only to taxes and a bonafide duly recorded deeds of trust on each Lot.

Section 10. Certificate Regarding Status of Assessments. The Association shall, upon demand by a contract purchaser or his mortgage lender, and for a reasonable charge not exceeding Twenty Five Dollars (\$25.00) for each such demand, furnish a certificate signed by an officer



of the Association setting forth whether the assessment on a specified Lot has been paid. Such properly executed certificate of the Association regarding the status of assessments against Lot shall be binding upon the Association as to the date of its issuance.

D. Miscellaneous.

1. Enforcement. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, by the Owner or Owners of any Lot against any person or persons violating or attempting to violate any covenant. If no such proceedings be instituted within 1 year of the occurrence of any such violation or attempted violation, enforcement has been waived by all parties owing or having any interest in lots in the Property whether or not such parties have actual notice of said violation or attempted violation.

2. Sever-ability. In violation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain full force and effect.

3. Duration. These provisions are to run with the land and burden the Property shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants shall, be automatically extended for additional periods of ten years each unless an instrument signed by a majority of the then owners of Lots have been recorded terminating said covenants.

4. Amendment. This Declaration may be modified **or** amended by duly recorded instrument signed by eighty percent of the then owners of the Lots as long as it retains any interest in the Property, unless specifically prohibited. A special meeting can be held for the purpose of amending these covenants, as long as the residents have been notified and given the opportunity to attend or vote by proxy.

Failure to respond will be recorded as a vote in agreement with the items being addressed.

STATE OF VIRGINIA,  
COUNTY OF CHESTERFIELD, to-wit:

The foregoing was acknowledged before we this, 25 Day of July 2016

THIS DECLARATION OF COVENANTS WAS MODIFIED BY THE ST REGENTS

LAKE HOMEOWNERS ASSOCIATION JULY 25, 2016.